

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF TEXAS
TYLER DIVISION

CHEETAH OMNI, LLC,

Plaintiff,

vs.

ALCATEL-LUCENT USA INC., et al.,

Defendants.

CASE NO. 6:11-CV-390

ORDER

Before the Court is the Second Joint Motion to Stay Deadlines Pertaining to Huawei Technologies USA Pending the Outcome of Settlement Negotiations (Docket No. 198). On November 21, 2012, Cheetah and Huawei represented that they had settled the claims between them and requested 21 days to finalize their settlement agreement. *See* Docket No. 182. The Court granted the extension but warned the parties that it would not move the *Markman* hearing scheduled for February 14, 2013. Docket No. 183. One month later, the parties have not finalized their settlement agreement and requested a second stay of all deadlines. Docket No. 198.

Cheetah has already submitted its opening claim construction brief (Docket No. 197), and both sides have submitted their technology tutorials to the Court (Docket Nos. 188 & 189). The Court will not move the *Markman* date (as it previously warned the parties), and it will not accept a special *Markman* briefing schedule for Huawei. Accordingly, the Second Joint Motion for Extension is **GRANTED-IN-PART**. The Court will not stay deadlines relating to *Markman* briefing. If the parties do not finalize their settlement agreement by the *Markman* hearing,

Huawei will not be afforded the opportunity to submit its own *Markman* briefing—it will be bound by the briefing submitted by its Co-Defendants.

So ORDERED and SIGNED this 3rd day of January, 2013.

A handwritten signature in black ink, appearing to read "LEONARD DAVIS", is written over a horizontal line. The signature is fluid and cursive, with a large loop on the top right and a small dash on the right end.

**LEONARD DAVIS
UNITED STATES DISTRICT JUDGE**